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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 L. D., a minor, by and through her
12 guardian ad litem, JENNIFER
DIENHART,

13 Plaintiff,

14 v.

15 EZYROLLER LLC, a Limited Liability
16 Company; and DOES 1 through 50,
inclusive,

17 Defendant.

Case No.: 8:23-cv-01715-CJC-ADS

**STIPULATED PROTECTIVE
ORDER**

District Judge: Hon. Cormac J. Carney
Magistrate Judge: Hon. Autumn D.
Spaeth

Complaint Filed: May 12, 2023
Removal: September 14, 2023

1 **IT IS HEREBY STIPULATED** by and between the Parties, Plaintiff L.D., by
2 and through her guardian ad litem, JENNIFER DIENHART (“Plaintiff”) and Defendant
3 EZYROLLER, LLC (“Defendant”), (collectively, the “Parties”), by and through their
4 respective counsel of record, hereby enter into this Stipulated Protective Order with
5 respect to documents disclosed by Defendant, as follows:

6 **I. PURPOSES AND LIMITATIONS**

7 A. Discovery in this action is likely to involve production of confidential,
8 proprietary, or private information for which special protection from public
9 disclosure and from use for any purpose other than prosecuting this litigation may
10 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
11 to enter the following Stipulated Protective Order. The parties acknowledge that
12 this Order does not confer blanket protections on all disclosures or responses to
13 discovery and that the protection it affords from public disclosure and use extends
14 only to the limited information or items that are entitled to confidential treatment
15 under the applicable legal principles. The parties further acknowledge, as set
16 forth in Section XIII(C), below, that this Stipulated Protective Order does not
17 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
18 forth the procedures that must be followed and the standards that will be applied
19 when a party seeks permission from the Court to file material under seal.

20 **II. GOOD CAUSE STATEMENT**

21 A. The nature of this Action is based on Plaintiff’s alleged injuries related to
22 her alleged use of the EzyRoller Drifter Pro X. Plaintiff’s case arises in strict
23 liability for product design, manufacturing, and warning, as well as negligence,
24 negligent misrepresentation, and breach of express and implied warranties. As

1 such, Plaintiff anticipates seeking the discovery of Data or Discovery Material
2 directly involving Defendant EzyRoller LLC's trade secrets, customer and pricing
3 lists, and other valuable research, development, commercial, financial, technical
4 and/or proprietary information for which special protection from public
5 disclosure and from use for any purpose other than prosecution of this action is
6 warranted. Such confidential and proprietary materials and information consist
7 of, among other things, confidential business, confidential financial information,
8 information regarding confidential business practices, or other confidential
9 research, development, or commercial information (including information
10 implicating privacy rights of third parties), information otherwise generally
11 unavailable to the public, or which may be privileged or otherwise protected from
12 disclosure under state or federal statutes, applicable international law, court
13 rules, case decisions, or common law. Disclosure of sensitive, confidential, and
14 proprietary business and financial information in civil discovery should be done
15 only under properly fashioned protective orders as secret information essential to
16 the continued operation of a business or industry that may be afforded some
17 measure of protection against unnecessary disclosure. (*Davis v. Leal* (E.D. Cal.
18 1999) 43 F.Supp.2d 1102, 1110)

19 Accordingly, to expedite the flow of information, while adequately
20 protecting privileged and sensitive information the Parties are entitled to keep
21 confidential, and to ensure that the parties are permitted reasonable necessary
22 uses of such material in preparation for and in the conduct of trial, and serve the
23 ends of justice, a protective order for such information is justified in this matter.
24 It is the intent of the parties that information will not be designated as confidential

1 for tactical reasons and that nothing be so designated without a good faith belief
 2 that it has been maintained in a confidential, non-public manner, and there is
 3 good cause why it should not be part of the public record of this case.

4 **III. DEFINITIONS**

5 A. Action: the above-entitled proceeding Case No. 8:23-cv-01715-CJC-ADS
 6 and includes the proceedings from this case prior to its removal to federal COURT
 7 (California State Superior Court County of Orange, Case No. 30-2023-01325281-
 8 CU-PL-WJC).

9 B. Challenging Party: A Party or Non-Party that challenges the designation
 10 of information or items under this Order.

11 C. "CONFIDENTIAL" Information or Items: Information (regardless of how
 12 it is generated, stored or maintained) or tangible things that qualify for protection
 13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 14 Cause Statement.

15 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
 16 support staff).

17 E. Designating Party: A Party or Non-Party that designates information or
 18 items that it produces in disclosures or in responses to discovery as
 19 "CONFIDENTIAL."

20 F. Data or Discovery Material: All items or information, regardless of the
 21 medium or manner in which it is generated, stored, or maintained (including,
 22 among other things, testimony, transcripts, and tangible things), that are
 23 produced or generated in disclosures or responses to discovery in this matter.
 24

1 G. Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action.

4 H. House Counsel: Attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 I. Non-Party: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a Party to
10 this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and
15 their support staffs).

16 L. Producing Party: A Party or Non-Party that produces Data or Discovery
17 Material in this Action.

18 M. Professional Vendors: Persons or entities that provide litigation support
19 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or
21 medium) and their employees and subcontractors.

22 N. Protected Material: Any Data or Discovery Material that is designated as
23 “CONFIDENTIAL.”
24

1 O. Receiving Party: A Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 P. Disclose: To reveal, divulge, give, or make available materials, or any part
4 thereof, or any information contained therein.

5 **IV. SCOPE**

6 A. The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 B. Any use of Protected Material at trial shall be governed by the orders of
12 the trial judge. This Order does not govern the use of Protected Material at trial.

13 C. Nothing in this Stipulated Protective Order shall affect the admissibility
14 into evidence of CONFIDENTIAL Information or Items, or abridge the rights of any
15 Party to seek judicial review or to pursue other appropriate judicial action with respect
16 to any ruling made by the Court concerning the status of CONFIDENTIAL Information
17 or Items. Agreement to the terms of this Stipulated Protective Order is without prejudice
18 to a Party's right to request that the Court rescind, modify, alter, or amend this Order
19 with respect to specific documents or information.

20 **V. DURATION**

21 A. Once a case proceeds to trial, all of the information that was designated as
22 confidential or maintained pursuant to this Protective Order becomes public and
23 will be presumptively available to all members of the public, including the press,
24 unless compelling reasons supported by specific factual findings to proceed

1 otherwise are made to the trial judge in advance of the trial. See Kamakana v. City
2 and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
3 “good cause” showing for sealing documents produced in discovery from
4 “compelling reasons” standard when merits-related documents are part of court
5 record). Accordingly, the terms of this Protective Order do not extend beyond the
6 commencement of the trial.

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of
14 time pursuant to applicable law.

15 **VI. DESIGNATING PROTECTED MATERIAL**

16 **A. Exercise of Restraint and Care in Designating Material for Protection**

17 1. Each Party or Non-Party that designates information or items for
18 protection under this Order must take care to limit any such designation to
19 specific material that qualifies under the appropriate standards. The
20 Designating Party must designate for protection only those parts of
21 material, documents, items, or oral or written communications that qualify
22 so that other portions of the material, documents, items, or
23 communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

1 2. Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been
3 made for an improper purpose (*e.g.*, to unnecessarily encumber the case
4 development process or to impose unnecessary expenses and burdens on
5 other parties) may expose the Designating Party to sanctions.

6 3. If it comes to a Designating Party's attention that Data or Discovery
7 Material that it designated for protection do not qualify for protection, that
8 Designating Party must promptly notify all other Parties that it is
9 withdrawing the inapplicable designation.

10 B. Manner and Timing of Designations

11 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
12 below), or as otherwise stipulated or ordered, Data or Discovery Material
13 that qualifies for protection under this Order must be clearly so designated
14 before the material is disclosed or produced.

15 2. Designation in conformity with this Order requires the following:

16 a. For information in documentary form (*e.g.*, paper or
17 electronic documents, but excluding transcripts of depositions or
18 other pretrial or trial proceedings), that the Producing Party affix at
19 a minimum, the legend "CONFIDENTIAL" (hereinafter
20 "CONFIDENTIAL legend"), to each page that contains protected
21 material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (*e.g.*, by making appropriate
24 markings in the margins).

1 b. A Party or Non-Party that makes original documents
2 available for inspection need not designate them for protection until
3 after the inspecting Party has indicated which documents it would
4 like copied and produced. During the inspection and before the
5 designation, all of the material made available for inspection shall
6 be deemed “CONFIDENTIAL.” After the inspecting Party has
7 identified the documents it wants copied and produced, the
8 Producing Party must determine which documents, or portions
9 thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix
11 the “CONFIDENTIAL legend” to each page that contains Protected
12 Material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly
14 identify the protected portion(s) (*e.g.*, by making appropriate
15 markings in the margins).

16 c. For testimony given in depositions, that the Designating
17 Party identify the Disclosure or Discovery Material on the record,
18 before the close of the deposition all protected testimony.

19 i. Pages of transcribed deposition testimony or exhibits
20 to depositions that reveal Protected Material may be separately
21 bound by the court reporter and may not be Disclosed to anyone
22 except as permitted under this Stipulated Protective Order.

23 d. For information produced in form other than document and
24 for any other tangible items, that the Producing Party affix in a

1 prominent place on the exterior of the container or containers in
2 which the information is stored the legend “CONFIDENTIAL.” If
3 only a portion or portions of the information warrants protection,
4 the Producing Party, to the extent practicable, shall identify the
5 protected portion(s).

6 C. Inadvertent Failure to Designate

7 1. If timely corrected, an inadvertent failure to designate as
8 “CONFIDENTIAL”, qualified Data or Discovery Material, does not,
9 standing alone, waive the Designating Party’s right to secure protection
10 under this Order for such material. Upon timely correction of a
11 designation, the Receiving Party must make reasonable efforts to assure
12 that the material is treated in accordance with the provisions of this Order.

13 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 A. Timing of Challenges

15 1. Any Party or Non-Party may challenge a designation of
16 CONFIDENTIALITY at any time that is consistent with the Court’s
17 Scheduling Order.

18 B. Meet and Confer

19 1. The Challenging Party shall initiate the dispute resolution process
20 under Local Rule 37.1 et seq., as modified in VII(b)(2)-(4) below.

21 2. The Parties must meet and confer within 5 days after the
22 Challenging Party serves a letter requesting such conference;
23
24

1 3. If the Designating Party fails to meet and confer with the
2 Challenging Party within the 5-day time period, the confidentiality
3 designation is deemed waived;

4 4. If the Parties are unable to reach resolution during their informal
5 conference, the Designating Party shall have twenty (20) days from the
6 receipt of the Challenging Party's notice to apply to the Court for an order
7 designating the material as confidential. If designating party does not file
8 a motion in said time frame, the materials shall be deemed non
9 confidential.

10 C. The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose
12 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties)
13 may expose the Challenging Party to sanctions. Unless the Designating Party has
14 waived or withdrawn the CONFIDENTIALITY designation, all parties shall
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the Court rules on the
17 challenge.

18 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 **A. Basic Principles**

20 1. A Receiving Party may use Protected Material that is Disclosed or
21 produced by another Party or by a Non-Party in connection with this Action
22 only for prosecuting, defending, or attempting to settle this Action. Such
23 Protected Material may be Disclosed only to the categories of persons and
24 under the conditions described in this Order. When the Action has been

1 terminated, a Receiving Party must comply with the provisions of Section
2 XIV below.

3 2. Protected Material must be stored and maintained by a Receiving
4 Party at a location and in a secure manner that ensures that access is
5 limited to the persons authorized under this Order. Any recipient of
6 Protected Materials shall exercise due and proper care with respect to the
7 storage, custody, access, and use of all such Protected Material. In addition,
8 any summary or copy of Protected Material shall be subject to the terms of
9 this Stipulated Protective Order to the same extent as the Protected
10 Material of which summary or copy is made and must be clearly labeled as
11 containing “CONFIDENTIAL” Information or Items.

12 B. Disclosure of “CONFIDENTIAL” Information or Items

13 1. Unless otherwise ordered by the Court or permitted in writing by
14 the Designating Party, a Receiving Party shall not Disclose any Data or
15 Discovery Material designated as “CONFIDENTIAL” to any persons other
16 than (except otherwise provided in this Order (*see, e.g.*, Section VIII (B))):

17 a. The Receiving Party’s Outside Counsel of Record in this
18 Action, as well as employees of said Outside Counsel of Record to
19 whom it is reasonably necessary to disclose the information for this
20 Action;

21 b. The officers, directors, and employees (including House
22 Counsel) of the Receiving Party to whom disclosure is reasonably
23 necessary for this Action;
24

1 c. Experts, Professional Vendors and their respective staff (as
2 defined in this Order) of the Receiving Party to whom Disclosure is
3 reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 d. The Court and its personnel;

6 e. Court reporters and their staff;

7 f. any other non-party witnesses or deponents, mock jurors,
8 and jury consultants who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A) in conformity with this
10 Stipulated Protective Order, or deponents who agree on the record
11 to maintain the confidentiality of the Protected Material in
12 conformity with this Stipulated Protective Order; and

13 g. Any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties engaged in
15 settlement discussions.

16 2. Protected Material received by any of the persons in the categories
17 listed above shall be used only for purposes of this litigation Action and for
18 no other purposes, including for any other litigation, whether on the same
19 issues in this case or others, or for any business or personal purpose.
20 Nothing in this Stipulated Protective Order shall prevent the Designating
21 Party from any use of its own confidential documents.

22 3. Protected Material may not be Disclosed to the persons described in
23 category (c) and (f), above, unless the Receiving Party determines in good
24 faith that the Disclosure is necessary for the purposes of developing

1 testimony or other evidence or for other strategy purposes in connection
2 with this litigation Action.

3 4. Protected Material may be copied or reproduced only to the extent
4 reasonably necessary for the conduct of this litigation Action. All such
5 copies or reproductions shall be subject to the terms of this Stipulated
6 Protective Order.

7 5. If during their deposition, the witness declines to execute the
8 “Acknowledgment and Agreement to Be Bound,” then Protected Material
9 may not be used at a deposition, UNLESS

10 a. Witness agrees on the record to maintain the confidentiality
11 of the Protected Material in accord with this Stipulated Protective
12 Order;

13 b. Designating Party of relevant Protected Material otherwise
14 agrees; or

15 c. By obtaining leave of Court prior to Disclosure of Protected
16 Material to non-consenting witness.

17 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
18 **IN OTHER LITIGATION**

19 A. If a Party is served with a subpoena or a court order issued in other
20 litigation that compels disclosure of any information or items designated in this
21 Action as “CONFIDENTIAL,” that Party must:

22 1. Promptly notify in writing the Designating Party. Such notification
23 shall include a copy of the subpoena or court order;
24

1 2. Promptly notify in writing the party who caused the subpoena or
2 order to issue in the other litigation that some or all of the material covered
3 by the subpoena or order is subject to this Protective Order. Such
4 notification shall include a copy of this Stipulated Protective Order; and

5 3. Cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be
7 affected.

8 B. If the Designating Party timely seeks a protective order, the Party served
9 with the subpoena or court order shall not produce any information designated in
10 this action as “CONFIDENTIAL” before a determination by the Court from which
11 the subpoena or order issued, unless the Party has obtained the Designating
12 Party’s permission. The Designating Party shall bear the burden and expense of
13 seeking protection in that court of its confidential material and nothing in these
14 provisions should be construed as authorizing or encouraging a Receiving Party
15 in this Action to disobey a lawful directive from another court.

16 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**

18 A. The terms of this Order are applicable to information produced by a Non-
19 Party in this Action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation Action is protected by
21 the remedies and relief provided by this Order. Nothing in these provisions
22 should be construed as prohibiting a Non-Party from seeking additional
23 protections.
24

1 B. In the event that a Party is required, by a valid discovery request, to
 2 produce a Non-Party's confidential information in its possession, and the Party is
 3 subject to an agreement with the Non-Party not to produce the Non-Party's
 4 confidential information, then the Party shall:

5 1. Promptly notify in writing the Requesting Party and the Non-Party
 6 that some or all of the information requested is subject to a confidentiality
 7 agreement with a Non-Party;

8 2. Promptly provide the Non-Party with a copy of the Stipulated
 9 Protective Order in this Action, the relevant discovery request(s), and a
 10 reasonably specific description of the information requested; and

11 3. Make the information requested available for inspection by the
 12 Non-Party, if requested.

13 C. If the Non-Party fails to seek a protective order from this court within 14
 14 days of receiving the notice and accompanying information, the Receiving Party
 15 may produce the Non-Party's confidential information responsive to the discovery
 16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 17 not produce any information in its possession or control that is subject to the
 18 confidentiality agreement with the Non-Party before a determination by the court.
 19 Absent a court order to the contrary, the Non-Party shall bear the burden and
 20 expense of seeking protection in this court of its Protected Material.

21 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
 23 disclosed Protected Material to any person or in any circumstance not authorized
 24 under this Stipulated Protective Order, the Receiving Party must immediately (1)

1 notify in writing the Designating Party of the unauthorized Disclosures, (2) use its
 2 best efforts to retrieve all unauthorized copies of the Protected Material, (3)
 3 inform the person or persons to whom unauthorized Disclosures were made of all
 4 the terms of this Order, and (4) request such person or persons to execute the
 5 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit
 6 A.

7 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 8 **PROTECTED MATERIAL**

9 A. When a Producing Party gives notice to Receiving Parties that certain
 10 inadvertently produced material is subject to a claim of privilege or other
 11 protection, the obligations of the Receiving Parties are those set forth in Federal
 12 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 13 whatever procedure may be established in an e-discovery order that provides for
 14 production without prior privilege review. Pursuant to Federal Rule of Evidence
 15 502(d) and (e), insofar as the parties reach an agreement on the effect of
 16 disclosure of a communication or information covered by the attorney-client
 17 privilege or work product protection, the parties may incorporate their agreement
 18 in the Stipulated Protective Order submitted to the Court.

19 **XIII. MISCELLANEOUS**

20 A. Right to Further Relief

21 1. Nothing in this Order abridges the right of any person to seek its
 22 modification by the Court in the future.

23 B. Right to Assert Other Objections

24

1 1. By stipulating to the entry of this Protective Order, no Party waives
2 any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated
4 Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective
6 Order.

7 C. Filing Protected Material

8 1. A Party that seeks to file under seal any Protected Material must
9 comply with Civil Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the Court, then the Receiving Party may file the
13 information in the public record unless otherwise instructed by the Court.

14 **XIV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V, within
16 sixty (60) days of a written request by the Designating Party, each Receiving Party
17 must return all Protected Material to the Producing Party or destroy such
18 material. As used in this subdivision, "all Protected Material" includes all copies,
19 abstracts, compilations, summaries, and any other format reproducing or
20 capturing any of the Protected Material. Whether the Protected Material is
21 returned or destroyed, the Receiving Party must submit a written certification to
22 the Producing Party (and, if not the same person or entity, to the Designating
23 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
24 all the Protected Material that was returned or destroyed and (2) affirms that the

Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.


IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 01/30/2024



Attorney(s) for Plaintiff(s)

Dated: 1/30/2024



Attorney(s) for Defendant(s)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 02/02/2024

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH

United States Magistrate Judge

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on [DATE] in the
 case of _____ [*L.D. v. EzyRoller, LLC, et al.*, Case No. 8:23-
 cv-01715-CJC-ADS]. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject to
 this Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as
 my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____